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CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

## Notification

The 27th December, 2023

**No. 13/2/71-HII(2)-2023/18778-A.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **11/2018 dated 03.10.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SUMAN R/O HOUSE NO.4666/2, SECTOR 38, CHANDIGARH. (Workman)

AND

THE PRINCIPAL, GOVT. HIGH SCHOOL, KHAJERI, U.T. CHANDIGARH. (Management)

## AWARD

1. Suman, workman has presented industrial dispute under Section 2-A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of demand notice / claim statement are that the applicant-workman was working in the Mid-Day Meal Scheme for distribution of food to the children in the office of respondent-management i.e. Government High School, Kajheri, U.T. Chandigarh. The applicant-workman was working in the said school since 2006 and when in the year 2008 the applicant-workman noticed and stopped the teachers from taking away the food meant for children to their home they misbehaved and did not stop. Till date they are doing the same practice and had rather terminated the services of the applicant-workman from May 2017. Now the applicant-workman is out of service and has no means to earn and live her livelihood. Number of times the applicant-workman had requested the management to allow her to work but they had verbally refused it and not allowing her to enter the premises even. They had illegally terminated her services. The management may be directed to reinstate the applicant-workman immediately so as to protect her from starvation. Prayer is made that the respondent-management may be directed to take the applicant-workman on duty immediately and save her and her family from starvation and provide justice to her.

3. On notice, the respondent-management contested the demand notice / claim statement by filing written reply on 06.07.2018 wherein preliminary submissions are made on the ground that Mid-Day Meal (MDM) Scheme is a flagship programme of Government of India, MHRD. Under the scheme, hot cooked

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mid-day meal is provided to the students up to age group of 14 years studying in Government / Government aided schools and *Madrassas*. To cook and serve the mid-day meal to the students and to clean the utensils, part time Cook-cum-Helpers / *Ayas* are engaged for a short period (3 to 4 hours) amongst the local women's / mothers' self help group by the Principal / Heads of the School with the recommendation of School Management Committee. According to MDM guidelines, one Cook-cum-Helper may be engaged in the school having up to 25 students, 2 Cooks-cum-Helpers for schools having 26 to 100 students and one additional Cook-cum-Helper for every addition up to 100 students. Since Mid-Meal is not cooked in the school kitchen, it is provided to the schools by the Centralised Cooking Institutes engaged by the Chandigarh Administration. Hence, the duty of the Cook-cum-Helper engaged by the school is only to serve the Mid-Day Meal under the supervision of Teacher Incharge MDM and to wash the utensils. The Cook-cum-Helpers are engaged according to number of MDM students of the class as per the MDM guidelines. During the 2017-18, 9 part-time workers / Cook-cum-Helpers were working in the school including Suman, applicant. The applicant-workman was engaged as part-time Cook-cum-Helper by the school in the year 2008 to serve the Mid-day meal and washing of utensils under the Mid-day Meal Scheme. The applicant-workman and Smt. Ganga, Cooks-cum-Helpers used to fight with each other due to some personal grudge in the school premises at the time of distribution of MDM to the students since their appointment. On 08.10.2015 even students also made complaint against the applicant-workman. Both Cook-cum-Helpers i.e. applicant-workman and Smt. Ganga were given oral/written warnings many times to mend themselves and to behave mannerly so that atmosphere of the school may not disturb but they did not mend themselves and continue to fight almost daily. Even applicant-workman refused to accept the warning letter issued by the school head in the presence of Teacher and School Management Committee (SMC) members. On 02.05.2017 keeping in view, the continuous misbehaviour and bad language used by the applicant-workman and Smt. Ganga and their daily quarrel in the school premises, the School Management Committee decided that the services of both the aforesaid Cook-cum-Helpers be dispensed with and they were asked not to attend the duties in the month of May 2017. The services of applicant-workman were dispensed with along with Smt. Ganga in May 2017 to maintain discipline and to avoid any untoward incident in the school. So on 29.04.2017 School Management Committee decided to terminate the services of the applicant-workman. The services of the applicant-workman were terminated by the School Management Committee and not by the answering management. The applicant-workman did not array Members of School Management Committee as party, so the present demand notice is not maintainable against the answering management. The demand of Mid-day Meal sent to the Centralised Cooking Institute, one day in advance keeping in view the likely attendance of students in the next day. No extra Mid-day Meal has been demanded by the school at any time. Mid-day Meal was never taken by the Teachers to their home as alleged by the applicant-workman. Moreover, the applicant-workman earlier made false complaints to the higher authority against the Head of the School and Teachers to conceal her misbehaving habits and bad language. On 7th July 2017, applicant-workman forcibly tried to enter the school premises and tried to stop the entry of Mid-day Meal truck in the school by putting her cycle in front of the gate of the school and threatened to laid in front of the truck and harass the Teachers, Incharge MDM of the school. Applicant-workman herself admitted these facts in her statement given at Police Post Sector 61, Chandigarh in the presence of Mrs. Anushri Sharma, a Women & Child Helpline, Sector 19-B, Chandigarh and tendered apology before the Police Officer, Women & Child Helpline Officials and answering respondent-management and Teachers.

4. Further on merits, similar stand is taken as taken in the preliminary submissions / objections. Rest of the averments of claim statement-cum-demand notice are denied as wrong and prayer is made that the claim statement / demand notice may be rejected.

5. Replication not filed. From the pleadings of the parties following issues are framed on 09.08.2018 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Relief.

6. In evidence, workman examined AW1 Ajit Pal Singh - Junior Assistant, Establishment & Accounts Branch, Government High School, Kajheri, Chandigarh. AW1 brought into evidence the copy of the attendance from January 2015 to 12.07.2017 vide Exhibit 'AI'; photocopy of salary sheets maintained by the management for the period from January 2016 till date of termination of the workman vide Exhibit 'AII' and photocopy of order dated 02.11.2010 passed by Shri P. K. Sharma, Director Public Instructions, Chandigarh Administration bearing Endst. No.DEO-UT-MDM-2010/26683-85 vide Exhibit 'AIII'.

7. Workman Suman examined herself as AW2 and tendered her affidavit Exhibit 'AW2/A' along with photocopy of medical prescription slip of Government Multi-specialty Hospital, Sector 16, Chandigarh relating to Suman vide Exhibit 'W1' (during cross-examination of AW2 document Exhibit 'W1' was objected to on the ground of admissibility and mode of proof). The workman failed to conclude evidence despite availing repeated opportunities. On 10.02.2023 Ms. Rumpa G. Saha, Learned Representative for the workman pleaded no instructions. Notice of no instructions was ordered to be issued to the workman for dated 27.02.2023 vide order dated 10.02.2023. On 27.02.2023 workman got recorded her statement that she has appeared on being informed by Ms. Rumpa G. Saha to whom she had engaged her Representative. Her correct address is House No.4666/2, Sector 38-West, Chandigarh. She placed on record copy of aadhar card vide Mark 'A'. Today, no AW present on her behalf. She may be granted one last opportunity to conclude the entire evidence, failing which it may be closed by order. In the interest of justice, vide order dated 27.02.2023 the case was adjourned to 13.03.2023 for remaining entire evidence of the workman at own responsibility subject to last opportunity. On the next day i.e. 13.03.2023 no AW was present and the workman neither adduce any oral or documentary evidence. Since the workman had already availed repeated about 34 effective opportunities including repeated last opportunities, thus vide order dated 13.03.2023 evidence of workman was closed by order. On 06.04.2023 fresh authority letter on behalf of the workman was filed by Representative Ms. Rumpa G. Saha.

8. On the other hand, management examined MW1 Sunita Kandwal - Ex-Headmistress of Government High School, Kajheri, who tendered her affidavit Exhibit 'MW1/A' along with certified copies of documents Exhibit 'M2' to Exhibit 'M13' (original of Exhibit 'M2' to Exhibit 'M13' seen & returned).

**Exhibit 'M2'** is complaint made by students dated 08.10.2015 against the workman

**Exhibit 'M3'** is warning letter dated 02.09.2015 issued to the workman.

**Exhibit 'M4'** is warning letter dated 21.02.2015 to the workman.

**Exhibit 'M5'** is complaint letter dated 09.10.2015.

**Exhibit 'M6'** is warning letter dated 09.10.2015 issued to the workman.

**Exhibit 'M7'** is warning letter dated 04.05.2016 issued to the workman.

**Exhibit 'M8'** is warning letter dated 26.10.2016 issued to the workman.

**Exhibit 'M9'** is warning letter dated 02.03.2017 issued to the workman.

**Exhibit 'M10'** is warning letter dated 21.04.2017 issued to the workman.

**Exhibit 'M11'** is warning letter dated 26.04.2017 issued to the workman.

**Exhibit 'M12'** is warning letter dated 29.04.2017 issued to the workman.

**Exhibit 'M13'** is resolution dated 02.05.2017 passed by School Management Committee.

9. Management examined MW2 Mrs. Charanjit Kaur - TGT Hindi, Government High School, Kajheri, Sector 52, U.T. Chandigarh, who tendered her affidavit Exhibit 'MW2/A' along with certified copies of documents Exhibit 'M1' to Exhibit 'M13'.

**Exhibit 'M1'** is statement of Suman before the Chownki Incharge, P.S. Sector 61, Chandigarh.

10. It is pertinent to mention here that Exhibit 'M2' to Exhibit 'M13' already exhibited in testimony of MW1.

11. On 27.07.2023 Learned Law Officer closed oral evidence on behalf of the management. On 03.10.2023 Learned Law Officer closed documentary evidence on behalf of the management.

12. I have heard the arguments of Learned Representative for the workman and Learned Law Officer for the management and perused the judicial file. My issue-wise finding are as below :—

**Issue No.1 :**

13. Onus to prove this issue is on the workman.

14. Under this issue, workman Suman examined herself as her own witness as AW2 and vide her affidavit Exhibit 'AW2/A' deposed that the workman is a resident of House No.4666/2, Sector 38, Chandigarh. The workman was appointed as Cook-cum-Helper under the Mid Day Meal Scheme (*in short MDM Scheme*) in the year October, 2006, by the respondent-management. The workman was working in double shifts as the school has a morning shift and an evening shift of batches. She was engaged under UT the MDM scheme to serve cooked food to the students up to the age of 14 years and for other miscellaneous work under the supervision of the teacher who was the in-charge of MDM scheme. Her last drawn salary was ₹ 5,244/- per month for double shifts. The attendance record from January, 2015 to 12.07.2017 is Exhibit 'AI'. The summoned record of wages maintained by the respondent-management for the period from 2016 till the date of termination of her services is on record as Exhibit 'AII'. She served the respondent-management continuously for 11 years to the entire satisfaction of the management and never gave any opportunity of complaint. Her conduct was good and satisfactory. Her service record was neat and clean. Her services were terminated on 02.05.2017 as the respondent-management refused work to her without serving any notice or paying notice pay in lieu of the notice period in violation of Section 25-F of the ID Act. AW2 further deposed that on 03.07.2017 the respondent-management telephonically called her to rejoin duties from 07.07.2017, however, when she reached the school premises on 07.07.2017 with a hope that she will be allowed by the respondent-management to rejoin her duties, on the contrary the respondent-management asked the Peon to throw her out of the school premises and she was pushed out of the school gate by the Peon and her bicycle was also thrown outside the gate. On this, she approached the Police Station, Sector 52, Chandigarh, however, unfortunately, the police instead of taking action against the respondent-management took her to the Police Station and hurled abusive language at her and forcefully took her signatures on a written document, in presence of the police staff and the other school staff members, Ms Saroj, Ms Kiran, Mr. Pawan, Ms Sapna and Ms Daljeet Kaur (Vice-Principal) of the respondent-management. Due to the physical abuse and harassment caused to her by the Police and the members of the respondent-school mentioned above, she went into trauma for which she had to be taken to the Government Hospital, Sector 16 on the same day. The copy of the OPD Card showing the treatment for trauma is Mark 'A'. AW2 further deposed that her services were illegally terminated by the respondent-management as she once noticed and stopped one of MDM worker from taking away the food meant for children in the year 2015. However, at that point of time it was not in her knowledge that the food meant for children was kept for some teachers including MDM in-charge, and those teachers used to take the cooked food to their home. Due to which some of the school teachers started misbehaving with her and the practice continued for years. In the year 2017, while serving food to the children she noticed that the cooked food was kept aside in two utensils separately and since there was a shortage of cooked food being served to the children at that time she served the food kept aside to the children as food was meant for the children, which was actually kept by another MDM worker for some of the teachers which was meant for taking away to their home on instruction of the teacher MDM in-charge. Due to this another MDM worker, who kept the cooked food for teachers from the shares of the food meant for children, she and the other MDM worker got into arguments and, thereafter the other MDM worker made a complaint to the teacher in-charge of MDM scheme. After this incident some of the teachers were against her and made a lobby against her which resulted into the



termination of her services. The allegations leveled against her are false and fabricated. Since the in-charge of the MDM scheme was also involved along with some other teachers, therefore, the respondent-management cooked up a false story of fight between her and other MDM worker just to terminate her services and to engage wife of another school staff in her place so that the some of the teachers can continue to act whimsically/unlawfully. AW1 further deposed that the refusal of work which amounts to termination is 'retrenchment' under Section 2(oo) of the ID Act. No charge sheet was issued, no enquiry was held against her. Retrenchment compensation was not paid to her at the time of termination. The junior persons were retained in service when her services were terminated. The respondent-management has thus violated Section 25-G of the ID Act. The violation of the provisions of the ID Act makes the termination of her services void *ab initio*. The action of the respondent-management tantamount to unfair labour practice under Section 2(ra) of the ID Act. She has been implicated falsely by the respondent-management on false and concocted evidence and has been dismissed from services patently on false reasons without considering her 11 years of continuous service to the school under the MDM scheme which is illegal and arbitrary. She filed a complaint with the Labour Inspector, U.T. Chandigarh. The respondent-management did not put appearance before the Labour Inspector despite the fact that the Labour Inspector called up the respondent-management on every fixed date besides the serving of notices upon the respondent-management. She then served upon the respondent-management a demand notice dated 24.08.2017, however, no amicable settlement could be made possible within stipulated period for conciliation of the dispute and therefore, the conciliation proceedings failed as the respondent-management did not appear before the authority. She has continuously worked for 240 days during the period of 12 calendar months preceding the date of her termination i.e. 02.05.2017 the action of the respondent-management in terminating her service is illegal, wrongful and in violation of the provision of ID Act and also against the principles of natural justice. She, therefore, prays for her reinstatement with continuity of service along with full back wages as she remained unemployed during the period i.e. from the date of termination to till date. She is ready to join her services subject to the continuity of services and other consequential benefits. AW2 has supported her oral version with documents Exhibit 'AI' to Exhibit 'AIII'.

15. For corroboration workman examined AW1 Ajit Pal Singh - Junior Assistant, Establishment & Account Branch, Government High School, Kajheri, Chandigarh, who brought the summoned record Exhibit 'AI' to Exhibit 'AIII'.

16. On the other hand, management examined MW1 Sunita Kandwal - Ex. Headmistress of Government High School, Kajheri who vide her affidavit Exhibit 'MW1/A' deposed the averments of written statement in toto which are not reproduced here for the sake of brevity.

17. Management also examined MW2 Charanjeet Kaur - TGT Hindi, Government High School, Kajheri, who vide her affidavit Exhibit 'MW2/A' deposed that she was given the additional charge of In-charge, Mid Day Meal, morning shift. (the period of the shift is left blank in the affidavit). Mid-Day Meal Scheme was a flagship programme of Govt. of India, MHRD. Under the scheme, hot cooked Mid-Day Meal was provided to the students up to the age group of 14 years studying in Govt. / Govt. Aided Schools and Madrassas. To cook & serve the Mid-Day Meal to the students and to clean the utensils, part time Cook-cum-Helpers / *Ayas* were engaged for a short period (3 to 4 hours) amongst the local women's /mothers' Self-Help Group by the Principal / Heads of the schools with the recommendation of School Management Committee. MW2 further deposed that the workman was engaged as part time Cook-cum-Helper by the school in the year 2008 to serve the mid-day meal and washing of utensils under the Mid-Day Meal Scheme. The workman and Smt. Ganga, Cooks-cum-Helpers used to fight with each other due to some personal grudge in the school premises at the time of distribution of MDM to the students since their appointment. Even students made complaint against the workman for not serving food to them on 08.10.2015. The workman apologized before the Police Post (Police Chowki) Incharge, PP Sector 61, Chandigarh that she was working in Govt. High School, Kajheri since 2008. Her services were terminated and she filed her case in State Legal Service. Her case is pending in Lok Adalat and hearing for the same was on 03.07.2017. Today, on 07.07.2017 she (workman) came to Govt. School and thought if she starts shouting, then the Principal Madam would take her to the service in fear. She (workman) also called on Helpline 181, wherein she (workman) made false complaint that she was beaten up. She

(workman) knew that her case was fixed on 02.08.2017 in Legal Service, Sector 9. She (workman) cannot forcefully enter the school till her case is decided by Legal Service. She (workman) made false allegations against School Principal and teachers at many places so that she may get benefit out of it. She (workman) prayed that mistakes have been forgiven by the Principal and all the teachers on the condition that she shall not repeat her mistakes in future. She (workman) also admitted that she has put aside the mid day meal for that day and apologized for the same. MW2 also deposed that both Smt. Suman and Smt. Ganga used to fight in the School premises with each other and even used utensils as weapons against each other and also used foul language in front of student in the corridors of the school, which adversely affects the students of the school. MW2 along with other staff members had made several complaints regarding the misbehavior quarrels of Smt. Suman and Smt. Ganga to the higher authorities. The Head Mistress issued warning letters to both Smt. Suman and Smt. Ganga, but workman Smt. Suman refused to accept the same. On 02.05.2017, keeping in view the continuous misbehaviour and foul language used by the workman and Smt. Ganga Cook-cum-Helper and their daily quarrel in the school premises, School Management Committee Chaired by Sh. Amar Singh (one of the parent of the school student) along with other members decided to dispense with the services of both the Cook-cum-Helpers and they were asked not to attend the duty in the month of May 2017. The services of the workman along with another MDM worker Smt. Ganga were dispensed with in May 2017 to maintain discipline and to avoid any untoward incident in the school. School Management Committee before taking decision, asked the workman and her co-worker to come in different shifts, but they declined the proposal. Keeping the staff with such behaviour especially in the school where teenagers come to take education as the students of this age learn from the surroundings, is very dangerous for the future of students and the state. MW2 has supported her oral version with documents Exhibit 'M1' to Exhibit 'M13'.

18. From the oral as well as documentary evidence led by the parties, it comes out that Mid-day Meal Scheme was a flagship programme of Government of India, Ministry of Human Resource Development (MHRD). Under the scheme, hot cooked mid-day meal was provided to the students up to age group of 14 years studying in Government / Government aided schools and Madrassas. It is not in dispute that the management is a Government High School, Kajheri, U.T. Chandigarh. It is further not in dispute that under the mid-day meal scheme, as per the guidelines of MDH, the management engaged part time workers / Cook-cum-Helpers in the school including workman Suman and Smt. Ganga. The workman has alleged that she was working in the school since year 2006 whereas the management has alleged that the workman was working in their school since 2008. The workman did not produce into evidence any document showing her appointment since year 2006. The record of attendance register Exhibit 'AI' is for the period w.e.f. January 2015 to July 2017 and the salary record Exhibit 'AII' is for the period w.e.f. January 2016 to April 2017. However, service period of the workman from year 2008 to April 2017 is not disputed by the management. As per the salary sheets for the period for January 2016 to April 2017 / Exhibit 'AII', last drawn monthly salary of workman Suman was ₹ 5,244/-. In the salary sheets against the entry of number of days, it is mentioned that Suman and Ganga were performing duties in double shift. MW1 Sunita Kandwal - Ex-Headmistress in her cross-examination admitted as correct that the school was functioning in double shift during her tenure as Headmistress.

19. Learned Representative for the workman argued that the workman has been victimised by the school management because once in the year 2015 she noticed and stopped one of the Mid-day Meal workers from taking away the food meant for the children. At that point of time she was not in knowledge that the food meant for the children was kept for some Teachers including Mid-day Meal Incharge and those Teachers used to take the cooked food to their home due to which some of the school Teachers started misbehaving with her and this practice continued for years. Ultimately, in the year 2017 when the workman was serving food to the children, she noticed that the cooked food was kept aside in two utensils separately and since there was shortage of cooked food being served to the children at that time, she served the food kept aside to the children as the food was meant for the children. Due to this another Mid-day Meal Worker, who kept the cooked food for Teachers from the share of the food meant for the children, and the workman entered into arguments and the other Mid-day Meal Worker made a complaint to the Teacher in-charge of Mid-day Meal Scheme. After this incident some Teachers who were against the workman formed a lobby against her, resulting into termination of services of the workman.

20. On the other hand, Learned Law Officer for the management contended that the workman Suman and other Mid-day Meal worker namely Ganga were used to quarrel with each other due to some personal grudge in the school premises, at the time of distribution of Mid-day Meal to the students. To support his contention Learned Law Officer referred the documents Exhibit 'M2', Exhibit 'M3', Exhibit 'M6' to Exhibit 'M8' and laid much stress upon the fact that various complaints were filed by the students, staff members, Teachers to the higher authority alleging that Mid-day Meal Workers Suman and Ganga are quarrelling with each other and in pursuance of said complaints, the then school Headmistress had issued warning letters Exhibit 'M9', Exhibit 'M10' and Exhibit 'M12' to them but the workman Suman and Ganga did not mend their behaviour and conduct and ultimately the matter was taken up by the School Management Committee, which decided to stop taking the service of these two Mid-day Meal workers vide resolution dated 02.05.2017 / Exhibit 'M13'. Learned Representative for the workman further argued that the complaint Exhibit 'M3' is of dated 02.09.2015 which talks about the incident that took place on next day of 02.09.2015, which shows that the complaint Exhibit 'M3' is fabricated and ante-dated document. To my opinion, even if complaint Exhibit 'M3' is ignored, it cannot be said that the work & conduct of the workman during her entire service was satisfactory. As far as the incident of year 2015 and subsequent incident narrated by the workman in para 7 of her affidavit Exhibit 'AW2/A' that she noticed and stopped one of the Mid-day Meal worker from taking away the food meant for the children and that on subsequent occasion due to shortage of cooked food, she served that cooked food to the children which was kept aside by another Mid-day worker for other Teachers, is concerned, the same is beyond pleadings. No such incident or incidents are pleaded in the claim statement. Moreover, in the demand notice-cum-claim statement the workman has talked about the incident of year 2008 that she noticed and stopped the Teachers from taking away the food meant for the children to their home. No such incident of year 2008 is mentioned by the workman in her affidavit Exhibit 'AW2/A'. If for the sake of argument, it is assumed that the alleged incident took place in the year 2008, then also no explanation is forthcoming on record as to why the workman remained silent for period of about 9 years i.e. till termination of her services in May 2017. Above all the admission is best each of evidence. Exhibit 'M1' is application dated 07.07.2017 addressed from workman Suman to Incharge, Police Post, Sector 61, Chandigarh, wherein the workman has stated that she is resident of house No.4666/2, Sector 38, Chandigarh. She is working in Government High School, Kajheri since year 2008. Due to mistakes committed by her, she was turned out from the school and she filed her case before State Legal Service. Her case is pending in the Lok Adalat and next date of hearing was 03.07.2017. On that day i.e. 07.07.2017 she came to Government School. She thought if she will raise noise, then the Principal Madam will keep her on job and she also called at helpline number 181 and lodged a false complaint regarding beatings to her. She came to know that her case is pending for 02.08.2017 before Legal Service, Sector 9 and so long the matter is not decided in the Legal Service she cannot forcibly enter the school. Many times to take advantage she has levelled false allegations against school Principal and Teachers. She will not repeat the mistake in future. On that day all the Teachers and Principal have pardoned her for the last time by saying that she will not repeat the mistakes in future. On that day she got returned the mid-day meal for which she regrets. Being illiterate and since her family circumstances are not good, she was upset. Therefore, she has tendered apology to all and has been pardoned by all. The statement-cum-application of Suman is witnesses by official Women & Child Help Line, Sector 19-B, Chandigarh and bears the endorsement of Sunita Kandwal that she, Headmistress, Government High School, Kajheri agree with the above said written statement given by Suman, she did not want any action against her (Suman). In the present case, when Suman / AW2 was put to cross-examination admitted as correct that she had filed a complaint in the Police Post, Sector 61, Chandigarh against the Teachers. AW2 admitted as correct that in the matter of such complaint her statement dated 07.07.2017 was recorded by the police. She has seen copy of her statement Exhibit 'M1' on judicial file, on which she identify her signature at point 'A'. From the aforesaid version of workman / AW2 Suman it is duly proved on record that workman herself was habitual of levelling false allegations against the Headmistress and Teachers of the management school for which she has tendered

apology in Police Post, Sector 61, Chandigarh and the apology was accepted by the then Headmistress of the school. The discussion made above would support the plea of the management that during service, there were complaints of misconduct against the workman for which she was issued various warning letters.

21. As far as medical prescription slip Exhibit 'W1' is concerned, the workman has not produced the original of Exhibit 'W1'. In this regard workman AW2 in her cross-examination stated that she is not having any original document of Exhibit 'W1'. To my opinion, the objection to the admissibility of Exhibit 'W1' raised by Learned Law Officer for the management is sustainable for want of original of Exhibit 'W1'.

22. It is undeniable fact that the services of the workman were dispensed with on the basis of resolution dated 02.05.2017 / Exhibit 'M13' Learned Representative for the workman argued that the workman has performed uninterrupted and continuous service for more than 9 years in the school including continuous service of 240 days in 12 calendar months preceding termination (service terminated on 02.05.2017). With this the workman falls under the provisions of Section 25-B of the ID Act and her services cannot be terminated except by following the conditions laid down in Section 25-F of the ID Act. On the other hand, Learned Law Officer for the management argued that school management committee is competent to terminate the services of the part time employees and in the present case the services of the workman were terminated not by the Headmistress or Principal of the school but by the School Management Committee. In the present case, the workman has not impleaded School Management Committee which was a necessary party. To support his arguments, Learned Law Officer referred cross-examination of AW2 Suman wherein she has admitted as correct that the School Management Committee is empowered to deploy or remove any Mid-day Meal worker from duty. She informed the facts to her Representative to incorporate the same in the present case. To my opinion, the argument advanced by Learned Law Officer that the claim statement is bad for non-joinder of School Management Committee as necessary party, is devoid of merits. Management's own witness MW1 Sunita Kandwal, who was posted as Headmistress in Government High School, Kajheri, Chandigarh from 22.08.2012 to 29.02.2020, in her affidavit Exhibit 'MW1/A' deposed that the service of the workman was terminated by the School Management Committee, not by the answering respondent and the workman did not array Members of School Management Committee as party so the present demand notice is not maintainable. MW1 when put to cross-examination stated that she does not know about the designation of the Chairperson, who heads the School Management Committee. She cannot say if she was Chairperson of the School Management Committee or not. The aforesaid version of MW1 in her cross-examination, is evasive. MW1 though alleged that School Management Committee is necessary party but failed to mention about the Chairperson of the same, despite the fact that she is signatory to the resolution dated 02.05.2017 / Exhibit 'M13' allegedly passed by the School Management Committee wherein it is recommended to stop taking service of Ganga and Suman, Mid-day Meals *Ayas*. It is not believable that MW1, Headmistress of the school is not aware whether she had signed resolution Exhibit 'M13' in the capacity of Chairperson of the School Management Committee or not. On the other hand, the arguments raised by Learned Representative for the workman that she falls within the purview of Section 25-B of the ID Act carries force as the management failed to controvert the leave and salary record Exhibit 'AI' and Exhibit 'AII'. The management was given opportunity to cross-examine AW1 but the same was recorded as Nil. The documents Exhibit 'AI' and 'AII' would prove that the workman has completed continuous period of 240 days service in 12 calendar months preceding termination of her services. As far as the Managing Committee of the school is concerned, the same is defined in the Punjab Privately Managed School Employees (Security of Service) Act, 1979 (hereinafter in short Act 1979). As per Section 2(e) of the Act 1979, the 'managing committee' means body of individuals who are entrusted with the management of any privately managed recognised school. As per Section 2(c) of the Act 1979, 'employee' means any person employed on an aided post in any privately managed recognised school for hire or reward (whether the terms of employment be expressed or implied) and for the purposes of



any proceedings under this Act in relation to any employment dispute includes the person dismissed or removed from service but does not include a part-time employee. In view of the aforesaid provision of Act 1979, the workman Suman who was a part-time Mid-day Meal workman does not fall within the definition of employee under the said Act. Consequently, termination of services of the workman will be governed under Section 25-F of the Act. Therefore, before terminating the services of the workman, the management of school was bound to comply with the conditions laid down in Section 25-F of the ID Act. For better appreciation Section 25-F of the ID Act is reproduced as below :—

**"25F. Conditions precedent to retrenchment of workmen. -** No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."

23. In the present case, it is neither pleaded nor proved by the management that before terminating the services of the workman any prior notice was issued to her on lieu of notice period, the workman was paid notice pay. The management has not paid any retrenchment compensation to the workman. In this regard MW1 Sunita Kandwal in her cross-examination admitted as correct that no domestic inquiry was conducted against the workman. She further admitted as correct that no compensation was given to the workman.

24. In view of the reasons recorded above, termination of services of the workman is violative to Section 25-F of the ID Act, hence the same is illegal. The relations of the workman with the school management are not cordial. Consequently, the workman is held entitled to lump sum compensation of ₹ 30,000/-.

25. Accordingly, this issue is decided in favour of the workman and against the management.

**Relief :**

26. In the view of foregoing finding on the issue above, this industrial dispute is allowed. The workman is entitled to lump sum compensation of ₹ 30,000/-. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the above said amount from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

Dated : 03.10.2023

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 27th December, 2023

**No. 13/2/56-HII(2)-2023/18780.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **36/2022 dated 09.09.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RASBIHARI, H.NO.240, RAJIV COLONY, PANCHKULA (Workman)

AND

M/S SURJIT ELECTRICALS, PLOT NO. 37, M.W. INDUSTRIAL AREA, PHASE-I, CHANDIGARH  
THROUGH ITS PROPRIETOR. (Management)

**AWARD**

1. Rasbihari, workman has presented industrial dispute under Section 2-A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed by the management about 36 years back. The workman was working as Machine man-cum-Operator. The workman remained in the continuous & uninterrupted employment up to 12.08.2021 when his services were illegally & wrongfully terminated by refusing of work. The workman was drawing ₹12,500 per month as wages at the time of termination. On 13.08.2021 the workman went to attend his normal duty but he was refused work by the management without assigning any reason and notice. The workman then lodged a complaint dated 16.08.2021 with the Labour Inspector U.T, Chandigarh. The Representative of the management appeared before the Labour Inspector but only sought adjournment. Therefore, no settlement could be made possible. Refusal of work, which amounts to termination, is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25-F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. For his reinstatement the workman served upon the management a demand notice dated 23.11.2021. The management neither replied the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The Assistant Labour Commissioner intervened but no settlement could be made possible within stipulated period. Termination by the management is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman is, therefore, entitled to reinstatement. The workman remained unemployed from the date of termination. Prayer is that the workman may be reinstated with continuity of service along with full back wages and with all attendant benefits and without any change in his service conditions.

3. On notice, the management appeared through its authorized Representative and contested the claim of the workman by filing written statement on 21.09.2022, wherein preliminary objections are raised on the ground that the present reference is not maintainable in the eyes of law as the services of the workman were never terminated by the management. It is the workman, who was absent from the duty w.e.f. 06.08.2021. The workman was also intimated to join the duty through registered letter but as per the report of the postman, "no such person at his residence 13/9 sd/-".

4. On merits, the facts that the workman was appointed by the management about 36 years back; the workman was working as Machine man-cum-Operator and the last paid monthly wages of the workman were

₹12,500/- per month, are replied being matter of record. Further it is stated that it is the workman, who has left the job w.e.f. 06.08.2021 and never came to the office / factory for joining duty on 13.08.2021. It is admitted that the workman lodged a complaint dated 16.08.2021 with the Labour Inspector U.T, Chandigarh. The workman was verbally requested before the Labour Inspector to join the duty but he has not joined the duty for the reasons best known to him. The management never refused the workman to join the duty so no charge sheet and no inquiry was required. It is also admitted that the workman had served the demand notice on 23.11.2021 and reply to the demand notice was also submitted before the Assistant Labour Commissioner. The workman is not entitled for any relief as he has left the services himself and he has left the premises as per the report of the postman and no fresh address was supplied by the workman to the management till today. Remaining averments of the case of the workman were denied as wrong. Prayer is made that the claim statement may be declined.

5. The workman filed rejoinder, wherein the contents of written statement are denied as wrong except the admitted facts of the claim and the averments of the statement of claim are reiterated.

6. From the pleadings of the parties, following issues were framed vide order dated 26.10.2022 :—

1. Whether the termination of the claimant-workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the claimant-workman is entitled to reinstatement with continuity of service, full back wages and all attendant benefits, as prayed for ? OPW
3. Whether the present reference is not maintainable ? OPM
4. Relief.

7. In evidence, workman Rasbihari examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 15.03.2023 the workman closed his evidence in affirmative.

8. On the other hand, the management examined MW1 Amardeep Singh - Partner, who tendered his affidavit Exhibit 'MW1/A' along with copies of documents Exhibit 'M1' to 'M6'.

9. Case taken before National Lok Adalat on 09.09.2023, wherein Shri Amardeep Singh - Partner of the management got recorded his statement, which is reproduced as below :

*"Stated that, I have effect compromise with the claimant/workman in the Lok Adalat. I agree to reinstatement the claimant/workman with continuity of service and further agree to pay lump-sum back wages Rs.60,000/-, within one week from today through bank transaction. The claimant/workman may join on 11.09.2023."*

10. His statement is countersigned by Learned Representative for the management.

11. The workman also got recorded his statement, which is reproduced as below :—

*"Stated that, I have effect compromise with the respondent/management in the Lok Adalat. I have heard the statement of Shri Amardeep Singh got recorded by him in the Lok Adalat. I agree with the same. In view of the compromise the present Industrial Dispute Reference may be disposed off."*

12. His statement is countersigned by his Representative.

13. Heard. In view of the aforesaid statements of parties, the present industrial dispute is disposed off as settled by way of compromise. In view of the compromise, the issues have become redundant, thus stands disposed off accordingly. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . .,

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

Dated : 09.09.2023.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 27th December, 2023

**No. 13/2/68-HII(2)-2023/18782.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **115/2021 dated 09.09.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ROHIT SINGH H.NO.243, RAM DARBAR, PHASE-I, CHANDIGARH (Workman)

AND

M/S DESH SEWAK ASSOCIATION, SECTOR 29-D, CHANDIGARH THROUGH ITS  
GENERAL MANAGER. (Management)

**AWARD**

1. Rohit Singh, workman has presented industrial dispute under Section 2-A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was working with the management as Machinist since 12.06.2006. The workman was in the continuous & uninterrupted employment up to 28.02.2021 when his services were illegally & wrongfully terminated vide letter No.DS/07/2021 dated 28.02.2021 by the Controller of Desh Sewak Punjabi Newspaper. The workman was drawing ₹ 11,000/- per month as wages at the time of termination. The workman was the elected General Secretary of the Desh Sewak Employee Union (Regd.) and used to espouse the cases of the workers working in the press. The management of the press does not relish his trade union activities and was founding means for his termination. The workman was placed under suspension vide letter dated 14.09.2016 without issuing any charge sheet and any show cause notice. The management stopped paying subsistence allowance to the workman without any justified reason. For the realization of the subsistence allowance, the workman filed a claim application before the Labour Court / Tribunal under Section 33-C(2) of the ID Act. During the course of proceedings a Memorandum of Understanding (MOU) was signed between the parties before the Labour Court and according to MOU the management agreed to pay the subsistence allowance to workman in 10 equal installments of ₹ 27,100/- per month. Last installment was to be paid on 28.02.2020. The management stopped paying subsistence allowance from March, 2020. The workman as General Secretary of the Union lodged a complaint dated 04.12.2018 with the S.S.P. Chandigarh against the management of Desh Sewak Printers Ltd. and Desh Sewak Association for not depositing the provident fund contribution with the provident fund office after deducting the contribution from the salary of the workers. The allegations against the management were of cheating and fraud. The complaint was cheating to the tune of ₹ 20 Lakhs. The workman as General Secretary of the Union also lodged a complaint dated 01.11.2019 with the S.H.O., Industrial Area, Chandigarh against Sh. Chetan Sharma, General Manager of the press, who called 14 workers one by one in his office and under threat, pressure and coercion got signatures of workers on a paper alleging therein that the signatories are not interested and do not want to pursue the complaint dated 04.12.2018 anymore. On 27.10.2020 the workman received letter No.DS/250/2020 dated 16.09.2020 on the subject last opportunity to appear before the management. The letter was written by Acting Supervisor. Although the Acting Supervisor was not competent to ask the workman to appear before the management, even then the workman appeared before the management on 23.09.2020 and handed over the management a letter dated 23.09.2020 which was duly acknowledge by the management. Surprisingly nothing took place on 23.09.2020. In the letter under reference the Acting Supervisor has written last opportunity. No letter prior to this letter was received by the workman on this subject. The management failed to show any letter written to workman on this subject.



On 27.10.2020 the workman was issued charge sheet-cum-notice for inquiry bearing No.DS/253/2000 dated 23.10.2020 on the alleged charge of serious misconduct subversive of discipline and good behavior. The charge sheet was signed by one Sh. Chetan Sharma of Desh Sewak Daily Punjabi News Paper. Through the letter under reference, the workman was informed that the enquiry will be held on 28th and 29th October, 2020 at Baba Karam Singh Cheema Bhawan, Sector 30-B, Chandigarh. On both the dates the enquiry will be held from 11:00 A.M. to 4:00 P.M. with lunch break from 1:30 P.M. to 2:30 P.M. No Inquiry Officer was appointed by the management in the said inquiry. The workman has not received any date, time and place of inquiry from the Enquiry Officer, if any, appointed by the management for conducting the enquiry. On 28.10.2020, at about 11:00 A.M. the workman reported for inquiry at Baba Karam Singh Cheema Bhawan, Sector 30, Chandigarh. The management has accepted this in the alleged inquiry proceedings recorded on 28.10.2020. No person from the management came present at 11:00 A.M. on 28.10.2020. The workman handed over a letter dated 28.10.2020 at the gate on the subject charge sheet-cum-notice for enquiry. In the letter the workman demanded attested copies of the complaint dated 14.09.2020 of the Editor. Copies of the complaint on the alleged charge of riotous disorderly or chaotic behavior inside the premises of the establishment during the working hours and copies of the rules and letter vide which the workman was asked to sign the attendance register and to submit understanding of no other employment once in a year. The management was in such a haste to terminate the service of the workman and to conduct the inquiry on 28.10.2020 without supplying the demanded documents to workman i.e. copy of the charge sheet, complaints of the complainants, if any, and the name of the persons on which the management is relying upon. These documents were very material defence of the workman and further cross-examine the stated witnesses. The management did not supply the demanded documents to workman. The management also did not wait for the reply for the charge sheet issued to workman. It only comes to the notice of the workman that an enquiry was held on 28.10.2020 when the workman received copy of the proceedings of inquiry allegedly recorded on 28.10.2020 by one Mr. Inderjit Singh, who signed as Enquiry Officer. The statement of one Mr. Ranjit Singh was recorded on 28.10.2020. The said Inquiry Officer then adjourned the inquiry to 17.11.2020. On the said inquiry proceedings Mr. Chetan Sharma, Management Representative in inquiry has written a note that next date of enquiry changed from 17.11.2020 to 25.11.2020 as per decision given by E.O. on phone. The workman has informed the management vide his letter dated 19.11.2020 that due to pre-occupation the workman shall not be available for inquiry on 25.11.2020 and requested for an adjournment. The management vide letter No. Nil dated Nil, which is in reply to the letter dated 19.11.2020 of the workman, had admitted that he has received letter dated 19.11.2020 written by the claimant workman to the management. The workman received show cause notice dated 16.01.2020 signed by one Sh. Lehmbhar Singh Taggar, who claimed himself as Controller of Desh Sewak Punjabi Newspaper, Disciplinary Authority in the matter. In the letter he has mentioned that copy of proceedings on 25.11.2020 and copy of finding and report of Enquiry Officer are attached. That Disciplinary Authority in case of workman is Managing Director and not the controller. The workman informed the management about this and also informed the management that copy of proceedings of 25.11.2020 and copy of finding and report of Enquiry Officer was not attached with the show cause notice. The letter was duly received by the management. The workman has not received any reply from the management till date. The union served upon the management of Desh Sewak Printers Limited and Desh Sewak Association a demand notice dated 05.01.2020 demanding therein that the wages of all the employees of the press be raised to ₹ 21,000/-per month effective from 1st of January, 2020. The demand notice was signed by the workman and the President of the Union Mr. Ashok Kumar, duly received by the management. From the day the management has received demand notice, the management has started victimizing the workers as the employees were terminated one by one on lame excuses. The management has illegally & wrongfully withheld the wages of all the employees for the month of January, 2020. A complaint in this regard was lodged with the Labour Inspector, U.T, Chandigarh. The Representative of the management appeared before the Labour Inspector but the management did not make the payment till date. The services of the workman were terminated without following the principle of natural justice. No subsistence allowance was paid to workman from 01.03.2020 to 28.02.2021 before the termination of the workman. The termination is, therefore, illegal & unjustified. The letter of termination dated 28.02.2021 was not signed by any authorized person. The Controller of Desh Sewak Daily Punjabi Newspaper is not the competent and authorized person. He cannot terminate the services of the workman. He is not the appointing

authority of the workman. For his reinstatement the workman served upon the management a demand notice dated 16.03.2021. The management neither replied the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T, Chandigarh was requested for his intervention. The Conciliation Officer intervened but the management did not appear before the Conciliation Officer on any date fixed for settlement. The action of the management is illegal, wrongful, motivated against the principle of natural justice and unfair labour practice. The workman remained unemployed from the date of termination to till date. Prayer is made that the workman may be reinstated with continuity of service, with full back wages and without any change in his service condition.

3. On joint request case taken before National Lok Adalat on 09.09.2023, wherein Shri Chetan Sharma - Resident Editor-cum-General Manager of the management got recorded his statement, which is reproduced as below :-

*"Stated that the management has effected compromise with the workman in the Lok Adalat. The management agree to pay compromise amount of ₹ 4,00,000/-towards full & final settlement to the workman. The management undertake to pay aforesaid amount in 10 monthly instalments of ₹ 40,000/- each. Today, I tender the post-dated cheques bearing No.322126 to 322135 dated 20.10.2023, 20.11.2023, 20.12.2023, 20.01.2024, 20.02.2024, 20.03.2024, 20.04.2024, 20.05.2024, 20.06.2024 & 20.07.2024 respectively drawn on State Bank of India, Sector 30-C, Chandigarh for ₹ 40,000/- each in favour of the workman with assurance that these cheques will be honoured on presentation. The present claim statement may be disposed off accordingly in the Lok Adalat."*

4. The workman also got recorded his statement, which is reproduced as below:-

*"Stated that I have heard statement of Shri Chetan Sharma - Resident Editor-cum-General Manager, Desh Sewak Association got recorded by him today in the Lok Adalat. I agree with the same. I have received from the respondent the original post-dated cheques bearing No. 322126 to 322135 dated 20.10.2023, 20.11.2023, 20.12.2023, 20.01.2024, 20.02.2024, 20.03.2024, 20.04.2024, 20.05.2024, 20.06.2024 & 20.07.2024 respectively drawn on State bank of India, Sector 30-C, Chandigarh for ₹ 40,000/- each in my towards full & final settlement. The present claim statement may be disposed off accordingly in the Lok Adalat."*

5. His statement is countersigned by his Representative.

6. Heard. In view of the aforesaid statements, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

Dated : 09.09.2023.

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT**Notification**

The 27th December, 2023

**No. 13/2/53-HII(2)-2023/18784.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **83/2020 dated 04.09.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SANJAY MUDGIL, H.NO.5046-B, SECTOR 38(WEST), CHANDIGARH (Workman)

AND

1. DIVISIONAL MANAGER, HUMAN RESOURCE ITC LIMITED-LRBD, PLOT NO. 3, SECTOR 5, IMT MANESAR, GURGAON-122050 & ORS.
2. CHAIRMAN, ITC LIMITED, VIRGINIA HOUSE, 37.J.L. NEHRU HOUSE, KOLKATA.
3. HR HUMAN RESOURCES, ITC LIMITED, VIRGINIA HOUSE , 37, J.L. NEHRU ROAD, KOLKATA.(Management)

**AWARD**

1. Sanjay Mudgil, workman has presented industrial dispute under Section 2-A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the claimant-workman was appointed by the management vide letter No. Nil dated 04.10.2005 as Area Sales Executive on probation w.e.f. 04.10.2005 in Grade M7 Level 7 and the place of posting of the claimant-workman was at Chandigarh. Total monthly remuneration of the claimant-workman was ₹4,500/-. In addition the claimant-workman was eligible for allowances as communicated by the company from time to time. The probation period of the claimant-workman was for one year from the date of appointment i.e. 04.10.2005. After successful completion of probation period, the claimant-workman was confirmed as regular employee of the company vide letter dated 12.04.2007 and was allotted employee's code No.90363. The claimant-workman remained in the continuous and uninterrupted employment up to 31.12.2019, when his services were illegally and wrongfully terminated vide letter No.Nil dated 28.11.2019. Earlier also claimant-workman was discharged from service of the company vide letter No.Nil dated 02.08.2019 without assigning any reason. Vide letter No. Nil dated 31.10.2019 the claimant-workman was informed that his employment in service of ITC Limited is being extended. Accordingly, the date of discharge from the service of the company stand revised to 30.11.2019. Again vide letter No.Nil dated 29.11.2019 the claimant-workman was informed that his employment in the service of ITC Limited is being extended. Accordingly, the date of discharge from service of the company stands revised to 31.12.2019. On 28.12.2019 the claimant-workman received a message from Mr. Rohit Hasija that company had made efforts in earnest to position the claimant-workman with another Division but the claimant-workman refused to relocate to ABD, Sehore (Madhya Pradesh). In line with the above, services of the claimant-workman stand discharged w.e.f. 31.12.2019, reference discharge, extension letter dated 29.11.2019. The claimant-workman informed Mr. Rohit Sahija over phone and in writing as well that claimant-workman has refused to work in ABD Division. The claimant-workman requested him that at present the family circumstances of the claimant-workman should be sympathetically considered and his discharge from service may be extended up to April 2020. It will help the claimant-workman to settle his family and post April, the claimant-workman can move to any location given by the company. The company did not consider the just

and genuine request of the claimant-workman and his services were discharged w.e.f. 31.12.2019. There was no complaint whatsoever with regard to work & conduct of claimant-workman from any of his superior and colleague. His work & conduct was appreciated by all the staff members. Keeping in view the sincerity towards organisation, work & conduct, the claimant-workman was given all promotions and regular increments. At the time of termination, the claimant-workman was working as Area Sales Executive and his total wages was ₹ 64,074/- per month. Although the claimant-workman was designated as Area Sales Executive, he had no administrative, managerial or supervisory duties to discharge. The claimant-workman used to do every type of job required by the management from time to time irrespective of his designation as Area Sales Executive. It is clear from the service record of the claimant-workman that he was appointed as Area Sales Executive on 04.10.2005 and he used to get ₹ 4,500/- per month as wages and he remained as Area Sales Executive till the date of termination i.e. 31.12.2019. There was no change in his job profile. The discharge from service amounts to termination under Section 2(oo) of the ID Act. The management has also violated Section 25-F of the ID Act. No charge sheet was issued or no inquiry was held and the claimant-workman was not paid retrenchment compensation at the time of termination. The management has violated sub-clause (b) of Clause B of the appointment letter. Violation of same makes the termination void. The claimant-workman is, therefore, illegally entitled to reinstatement. For his reinstatement, the claimant-workman served upon the respondents a demand notice dated 08.06.2020. The respondents neither replied the demand notice nor took the claimant-workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The Conciliation Officer fixed a number of dates for an amicable settlement. The management did not appear before the Conciliation Officer on any other date fixed for settlement. The action of the management in terminating the services of the claimant-workman is illegal, wrongful, motivated and against the principles of natural justice and unfair labour practice. Prayer is made that claimant-workman may be reinstated with continuity of service along with full back wages, without any change in service condition and all attendant benefits.

3. On notice, management No.1 to 3 contested the claim statement by filing joint written statement on 19.08.2021 wherein preliminary objections are raised on the ground that the claim petition is not maintainable before this Hon'ble Court because the claimant does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act. As a matter of fact the claimant was working as Area Sales Executive in Lifestyle Retailing Business Division (LRBD) of the company and as per job profile he was Incharge of affairs of sales and business promotion of the garments and allied products of the company in the Northern Region of India. He was drawing salary ₹ 59,813/- per month, besides other emoluments and benefits permissible to the management cadre. The engagement of the claimant was managerial and supervisory in nature engaged for appointing distributors and to manage company affairs vis-à-vis the said distributors and the retailers and look after the sales and business promotion in the northern territory of India which included State of Jammu & Kashmir, Punjab, Himachal Pradesh etc. Therefore, the claimant does not come within the purview of workman as per ID Act. Therefore, present claim petition deserves to be dismissed on the ground of jurisdiction alone. Besides, arraying management No.2 & 3 in the claim petition, is wrong and illegal as the claimant was appointed by the management No.1 in Lifestyle Retailing Business Division (LRBD), Gurgaon vide letter of appointment dated 04.10.2005 and the notice / letter of discharge from service w.e.f. 31.12.2019 are signed and issued by management No.1 only. The statement of claim is bad for mis-joinder of parties and deserves to be rejected at the threshold. The claimant has got no cause of action arisen in his favour against the managements have not violated any provisions of the ID Act or any terms & conditions of the appointment letter dated 04.10.2005. As a matter of fact, due to operational requirements, there was no work available for the job profile of the claimant in the northern region and the claimant was also well aware of the same and that several communications were exchanged with the claimant particular on 20th March, 24th April and 17th June, 2019, whereby he was informed that the company was pursuing the possibility of finding suitable opportunities for the claimant in other business area. After much deliberations and efforts no work appeared available for the claimant in the northern region and the claimant was duly informed in this regard vide communication dated 19.06.2019. The claimant was also informed that company was exploring suitable opportunity in other business / locations. The claimant vide his returning mail dated 20.06.2019 accepted the offer regarding relocation to other area but with a condition that offer must be with a good job profile and package. Thereafter, he appeared



reluctant to join in another division / location and the claimant informed the management that he could be discharged. Though the offer for re-location was available and open, but in view of his reluctance, the claimant was informed and served with due notice vide management's letter / notice dated 02.08.2019 that he would be discharged from the services w.e.f. 01.11.2019. However, after much deliberations / communications between the claimant and the managements, the claimant was offered work in company's Agri Business Division (ABD) at Sehore (M.P.) vide mail dated 09.12.2019 and his acceptance was sought for. The claimant was initially ready to join as per offer so he was advised to join immediately. Thereafter, the claimant started raising objections on one pretext or the other and declined to join at new locations with immediate effect. The management kept on asking about the confirmation but no acceptance was ever received rather the claimant vide communication dated 17.12.2019 expressed his inability to join at that location - Sehore by alleging his family problems and he also requested to allow him some more time to serve so that he could not find out suitable position during the interregnum. Thereafter, the claimant again requested and sought for discharge from service on 30.04.2020, which was not acceptable and thus, in view of letter(s) dated 02.08.2019 / 29.11.2019, the services of the claimant came to be discharged on 31.12.2019 and claimant was directed to clear all the formalities before 31.12.2019, so that all his dues and other benefits etc. as per his entitlement could be released to him. But, in spite of number of communications, the claimant failed to do the needful and even did not return the company's assets that were entrusted to him for / during the course of his employment with the company. However, the claimant handed over the company's laptop in August 2020 only but did not clear other formalities. Thereafter, act & conduct of the claimant is not fair, he has acted in a wrong, illegal and perverse manner detrimental to the interest of the company and that the claimant himself has violated the terms & conditions of his appointment letter and rendered himself liable to be discharged from services. Transfer of claimant to any location / division / business etc. is a covenant stipulated in letter of appointment dated 04.10.2005 and also in confirmation letter dated 12.04.2007, duly accepted and acknowledged by the complainant. The denial to join at transferred location has culminated into discharge, is not a termination and the claimant himself is liable for the same. Thus, the claim petition is not maintainable and same deserves to be dismissed on account of aforementioned reasons, which are only illustrative and not exhaustive and the same will be substantiated during the course of evidence in the matter. The claim petition is filed by concealing true facts. Fact of the matter is that as per the terms of the appointment letter dated 04.10.2005, which is duly accepted and acknowledged by the claimant, the claimant can be transferred to any other Business / Division / Branch / location in India and that the service of the claimant can be terminated without assigning any reasons by giving one month's notice or on payment of one month salary in lieu thereof and the claimant can also relinquished his engagement by giving one month's notice to the management. Thus, the claimant was discharged pursuant to the said terms and notice dated 02.08.2019 was duly and accordingly served on the claimant. The discharge from service has occurred due to refusal of the claimant to join at a transferred location, which can only be attributed to the claimant and the present claim petition deserves to be dismissed on this very ground. Besides, this Court / Tribunal has no jurisdiction to entertain and try the present claim petition.

4. Further on merits, the contents of para 1 to para 6 are denied except what are matter of record. It is further stated that the claimant admittedly got all promotion and he was working as Area Sales Executive and was drawing salary ₹ 59,813/- per month excluding other benefits. Further similar stand is taken as taken in the preliminary objections. However, it is added that in response to company's proposal for relocation, the claimant vide his email dated 17.12.2019 informed the company as under :—

*"As per the detailed discussion with you over phone about my current family problems I wouldn't be able to join at this location. As per the termination letter served to me on 31st Dec is the last day for me to serve in LRBD. I would request if it can be extended further as it will help me to find out suitable position, rest I leave everything on your shoulder....."*

In view of the above communication dated 17.12.2019, the claimant himself shown his inability to join at offered place, and thus, cannot now say that the claimant never refused to work in ABD. The claimant has concocted false and frivolous story and he may not take advantage of his own wrong. The services of the claimant were never extended, but the establishment tried its level best to relocate the claimant, but the offer was not accepted by the claimant and thus in view of the covenants of letter of appointment, services of the claimant were

dispensed with. The claimant was never sincere in relocating himself to the offered place and only wanted to gain time and was aimed at looking for a job in some other establishment. Therefore, the services were rightly and correctly dispensed with by the management. Rest of the averments of claim statement are denied as wrong and baseless and prayer is made that the claim petition may be dismissed with cost.

5. The claimant-workman filed rejoinder wherein the contents of the written statement are denied as wrong and averments of claim statement are reiterated.

6. From the pleadings of the parties, following issues were framed vide order dated 26.10.2021 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether Shri Sanjay Moudgil is not a 'workman' as defined u/s 2(s) of the ID Act ? OPM
3. Relief.

7. In evidence claimant-workman Sanjay Mudgil examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 28.10.2022, Learned Representative for the claimant-workman closed evidence.

8. On the other hand, management examined MW1 Amit Sharma - Assistant Manager, Administration & Compliance, ITC Limited, Gurugram, Haryana, who tendered his affidavit Exhibit 'MW1/A' along with copies of documents Exhibit 'M1' to 'M6'.

**Exhibit 'M1'** is appointment letter dated 04.10.2005 issued to the claimant-workman.

**Exhibit 'M2'** confirmation letter dated 12.04.2007 of the claimant-workman.

**Exhibit 'M3'** performance appraisal of the claimant-workman for the year 2016-2018 (consisting of Pages 1 to 8).

**Exhibit 'M4'** is hardcopy of e-mails (consisting of page 1 to 16).

**Exhibit 'M5'** hardcopy of e-mail (consisting of page 1 to 11).

**Exhibit 'M6'** authority letter dated 27.02.2023 issued in favour of Amit Sharma.

9. On 05.06.2023 Learned Representative for the managements closed oral evidence. On 04.09.2023 Learned Representative for the management closed documentary evidence.

10. I have heard arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are below :—

**Issue No. 1 & 2 :**

11. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

12. Onus to prove issue No.1 is on the workman and onus to prove issue No.2 is on the management.

13. In order to prove its case claimant-workman Sanjay Mudgil stepped into the witness box as his own witness as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for the sake of brevity.

14. On the other hand, managements examined MW1 Amit Sharma - Assistant Manager, Administration & Compliance, ITC Ltd., who vide his affidavit Exhibit 'MW1/A' deposed that he is working as Assistant Manager, Administration & Compliance, ITC Ltd. He is authorized and competent to appear, give evidence on behalf of the management as per authorization dated 27.02.2023. In his remaining testimony MW1 has deposed the entire material contents of the written statement.

15. From the oral as well as documentary evidence led by the parties, it comes out that MW1 Amit Sharma when put to cross-examination stated that the workman Sanjay Mudgil was appointed on 04.10.2005 and posted at Chandigarh. At the time of appointment the gross salary of the workman was ₹17,236/-. MW1 admitted as correct that as per appointment letter of the workman / Exhibit 'M1', the total monthly remuneration will be consolidated salary of ₹4,500/- in addition to other allowance and benefits. MW1 admitted as correct that the workman was initially on probation of one year and after completion of probation period he was confirmed as a regular employee. MW1 admitted as correct that the workman continuously worked up to 31.12.2019. MW1 admitted as correct that there was no complaint with regard to work & conduct of the workman. MW1 admitted as correct that the services of the workman were terminated vide email dated 28.11.2019. MW1 admitted as correct that earlier the services of the workman were terminated on 02.08.2019 without assigning any reason and notice. MW1 admitted as correct that after issuing termination letter / email dated 02.08.2019, the workman was informed that his services have been extended up to 31.10.2019. In the email dated 29.11.2019 the workman was informed that the date of discharge will be 31.12.2019.

16. Learned Representative for the managements contended that the claimant does not falls within the definition of 'workman' as defined under Section 2(s) of the ID Act because engagement of the claimant was managerial and supervisory in nature and engaged for appointing distributors and to manage the company's affairs vis-à-vis the said distributor and the retailers and to look after the sales and business promotion in the northern territory of India. As per the job profile claimant was Incharge of affairs of sales and business promotion of the garments and allied products of the company in the northern region of India. Besides, he was drawing salary of ₹ 59,813/- per month. On the other hand, Learned Representative for the claimant-workman contended that the claimant-workman was not empowered to sanction leave to any of the employees of the management. The claimant-workman was also not authorised to take any disciplinary action against any of his employee. The claimant-workman was initially appointed as Area Sales Executive. Though the claimant-workman was getting regular promotions during his service tenure but there was no change in his job profile from the date of appointment till termination. To support his contention Learned Representative for the workman referred cross-examination of MW1 wherein he has stated that Sanjay Mudgil cannot sanction leave of any employee. He was not authorised to grant increment or to take any disciplinary action against any employee. MW1 admitted as correct that there was no change in the job profile of Sanjay Mudgil from the date of appointment till termination. MW1 admitted as correct that Sanjay Mudgil was getting regular increments and promotion during his service tenure.

17. To my opinion, the aforesaid version of MW1 does not reveal that there was any worker or employee, who was / were working under the claimant-workman, whose work was required to be supervised by the claimant-workman. Hon'ble Supreme Court of India in a judgment referred by Learned Representative for the workman, reported in **2006(4) SCT 1** titled as **Anand Regional Co-op. Seedgrowers Union Ltd. Versus Shaileshkumar Harshadbhai Shah** in para 11 to 13 held as below :—

*"11. For determining the questions as to whether a person employed in an industry is a workman or not; not only the nature of work performed by him but also terms of the appointment in the job performed are relevant considerations.*

*12. Supervision contemplates direction and control. While determining the nature of the work performed by the employee, the essence of the matter should call for consideration. An undue importance need not be given for the designation of an employee, or the name assigned to, the class to which he belongs. What is needed to be asked is as to what are the primary duties he performs. For the said purpose, it is necessary to prove that there were some persons working under him whose work is required to be supervised. Being incharge of the section alone and that too it being a small one and relating to quality control would not answer the test.*

13. *The precise question came up for consideration in Ananda Bazar Patrika (P) Ltd. v. Workmen [(1970)3 SCC 248] wherein it was held :*

*"The question, whether a person is employed in a supervisory capacity or on clerical work, in our opinion, depends upon whether the main and principal duties carried out by him are those of a supervisory character, or of a nature carried out by a clerk. If a person is mainly doing supervisory work, but, incidentally or for a fraction of the time, also does some clerical work, it would have to be held that he is employed in supervisory capacity; and, conversely, if the main work done is of clerical nature, the mere fact that some supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a clerk into one in supervisory capacity....."*

*A person indisputably carries on supervisory work if he has power of control or supervision in regard to recruitment, promotion, etc. The work involves exercise of tact and independence.*

*Judging by the said standard, we are of the opinion that the First Respondent did not come within the purview of the exclusionary clause of the definition of workman. Ananda Bazar Patrika (supra) was followed by the court in large number of cases."*

In view of the aforesaid judgment the management has failed to prove that the claimant workman had any authority to initiate departmental proceedings against the subordinates or he had power of control or supervision in regard to recruitment, promotion etc. The management even failed to prove that the claimant-workman had authority to sanction leave to any employee. Consequently, the claimant-workman is a 'workman' as defined in Section 2(s) of the ID Act.

18. Learned Representative for management argued that the transfer of the claimant to any location / division / business etc. is a covenant stipulated in appointment letter dated 04.10.2005 and also in confirmation letter dated 12.04.2007 duly accepted and acknowledged by the claimant. Even otherwise, as per the appointment letter dated 04.10.2005 the services of the claimant can be terminated without assigning any reason by giving one month's notice or on payment of one month's salary in lieu of notice period. Since no work appeared available for the claimant in the northern region thus the claimant was duly informed in this regard vide communication dated 19.06.2019 that company is exploring suitable opportunity in other business / location. The claimant was offered work in company's Agri Business Division (ABD) and he was advised to join at Sehore (M.P.) vide email dated 09.12.2019 / Exhibit 'M5' and his acceptance was sought. Initially, the claimant was ready to join at new location but later on the claimant declined the offer to join at a new location. In communication dated 17.12.2019, the claimant himself shown his inability to join at offered place, and thus, cannot now say that the claimant never refused to work in ABD. The services of the claimant were never extended, but the establishment tried its level best to relocate the claimant, but the offer was not accepted by the claimant and thus in view of the covenants of letter of appointment, services of the claimant were rightly and correctly dispensed with by the management. On the other hand, Learned Representative for the workman has argued that the management never issued any transfer letter to the workman. Therefore, the question of refusal on part of the claimant-workman to join at the new station / location on account of transfer, does not arise.

19. To my opinion, the argument advanced by Learned Representative for the workman stand proved from cross-examination of MW1 Amit Sharma wherein he has stated that no transfer letter was ever issued to the workman. The management has placed on record hard copies of exchange of emails between the workman and the management vide Exhibit 'M4' and Exhibit 'M5'. The documents Exhibit 'M4' and Exhibit 'M5' are not supported with certificate under Section 65-B of The Indian Evidence Act, therefore, the same are not admissible into evidence. The management's plea that the workman did not return all the items / assets except laptop of the company stands falsified from cross-examination of MW1 wherein he has admitted as correct that the workman has returned all the items of the company which were in his possession. Undisputedly, the claimant-



workman was appointed on 04.10.2005 and continuously worked up to 31.12.2019 with the management, therefore, the claimant-workman is proved to have completed 240 days of continuous service in 12 calendar months preceding termination (services terminated on 30.12.2019).

20. The management has taken the plea that the services of the claimant-workman were terminated / dispense w.e.f. 31.12.2019 as per the terms & conditions of the appointment letter dated 04.10.2005 / Exhibit 'M1'. At page 2 of appointment letter Exhibit 'M1', one of the conditions is mentioned as below :—

*"It should be clearly understood that during your probationary period, your employment with the Company can be terminated either by the Company or yourself without any notice. If you are confirmed in the service of the Company, upon completion of your probationary period, your employment may be terminated at any time by either party giving to the other one English calendar month's notice in writing of its intention to do so without assigning any reason whatsoever or upon payment of one month's salary in lieu thereof."*

21. Though it is proved that the services of the claimant-workman are terminated /dispensed with as per the above mentioned condition of appointment letter Exhibit 'M1' but it is to be seen whether the said condition of the appointment letter is legal and valid. Once the workman has completed 240 days continuous service during the period of 12 calendar months preceding the date of termination, the provision of Section 25-F of the ID Act stands attracted. It would be apposite to reproduce Section 25-F of the ID Act :-

***"25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer until-***

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

By virtue of Section 25-F(a) one month's notice must indicate the reasons for retrenchment. AW1 in his cross-examination denied the suggestion as wrong that the company had issued him prior notice of discharge from service and as such he was discharge from service on 31.12.2019. As per the settled law, a suggestion put to the witness, which is denied as wrong is no evidence unless proved otherwise. In the present case, the management did not prove into evidence the copy of one month's prior notice allegedly issued to the workman. It is not case of the management that the workman was paid any notice pay in lieu of notice period. The claimant-workman was terminated without any charge sheet or any inquiry. In this regard, MW1 in his cross-examination stated that no charge sheet was issued, no inquiry was held against the workman, the workman was not paid any retrenchment compensation. Thus, the above mentioned condition of appointment letter / Exhibit 'M1' relating to termination without assigning any reason is contrary to the provision of Section 25-F of the ID Act. The above said condition seems to have been mentioned by the management in the appointment letter / Exhibit 'M1' to avoid the liability arising under Section 25-F of the ID Act. Provision of Section 25-F of the ID Act shall prevail over the termination clause of Exhibit 'M1'. As per the judgment of Hon'ble Supreme

Court of India referred by Learned Representative for the workman reported in **1988(4) SLR 388 titled as Narotam Chopra Versus Presiding Officer, Labour Courts & Another**, if the services of an employee are terminated in violation of Section 25-F of the ID Act, 1947, the order of termination is rendered ab-initio void and the employee would be entitled to reinstatement with continuity of service along with full back wages and other allowances. In the judgment of Hon'ble High Court of Punjab & Haryana referred by Learned Representative for the workman reported in **2008(6) SLR 360 (DB) titled as M/s New MidhBhabra Transport Company (P) Ltd. Versus Presiding Officer, Labour Court, Gurdaspur & Another**, in para 4 it is held as below :-

*"4. After hearing counsel for the parties, we are of the opinion that the services of respondent No.2-workman on 2.9.1998 were terminated without any charge sheet or any inquiry. In view of the said fact, the Award of the Labour Court dated 6.6.2006 does not suffer from any patent illegality and material irregularity when the Labour Court ordered reinstatement of respondent No. 2-workman with continuity of service and also to grant 50% of the back wages."*

The aforesaid judgments are applicable to the facts of the present case to an extent. Consequently, termination of service in violation of Section 25-F of the ID Act amounts to unfair labour practice.

22. In view of the reasons recorded above, termination order being illegal is hereby set aside. Consequently, the workman is ordered to be reinstated with continuity of service and 50% back wages.

23. Accordingly, issue No.1 is decided in favour of the workman and against the management. Issue No.2 is decided against the management and in favour of the workman.

**Relief :**

24. In the view of foregoing finding on the issues above, this industrial dispute is allowed. The workman is entitled to reinstatement with continuity of service and 50% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

Dated : 04.09.2023

Secretary, Labour,  
Chandigarh Administration.

**CHANGE OF NAME**

I, Rahul, S/o Balwant, # 2559/3, Maloya, Chandigarh, have changed my name to Rashmi perceiving my self as transgender Person.

[66-1]

I, Mohnish Singh, S/o HM Singh, Resident of # 1092 Sector 39-B, Chandigarh, have changed my name from Mohnish Singh to Mohnish Singh Nagra.

[67-1]

I, Manohar Lal Muradia, S/o Sh. Gurmukh Dass, R/o H. No. 395, Sector 20-A, Chandigarh, have changed my name from Manohar Lal Muradia to Manohar Lal. For all purposes.

[68-1]

*"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."*